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ANDREW KWON &  
BHASKER PANCHAL

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEVADA**

In re:  
EACHPOLE, INC.,  
Debtor.  
LINCO INC., as the Successor-In-Interest of the  
Bankruptcy Estates of EACHPOLE, INC., and  
TOP LIGHTING CORPORATION, dba ETOP  
LIGHTING CORPORATION,  
Plaintiff,  
v.  
BEAUTY MEMORY, a Nevada Nonprofit  
Corporation; LKIMMY, INC., a Nevada  
Corporation; SYNGURU CORPORATION, a  
Nevada Corporation; CHRIS KIM, an  
Individual; HYUNJUNE KIM, an individual; IL  
KIM, an Individual; MISOOK KIM, an  
Individual; HYUKJOON KWON, also known  
as, ANDREW KWON, an Individual;  
BHASKER PANCHAL, an Individual DOES I  
Through X, inclusive; and ROE ENTITIES XI  
trough XX, inclusive,  
Defendants.)

) Case No.: 20-10956-abl  
Chapter 7 Bankruptcy  
Adv. Case No.: 20-01130-abl  
DEFENDANTS ANDREW K  
AND BHASKER PANCHAL'S  
ANSWER TO PLAINTIFF'S FIRST  
AMENDED COMPLAINT

Defendants ANDREW KWON & BHASKER PANCHAL (hereinafter known as "KWON") and (hereinafter known as "PANCHAL") by and through their Counsel of record, JONATHON R. PATTERSON, ESO, of the LAW OFFICE OF JONATHON PATTERSON, and files their Answer to

1 Plaintiffs' AMENDED Complaint filed herein on December 18, 2020 and admits, deny, states, and  
2 alleges as follows;

3

4 **I. Jurisdiction and Venue**

5       1) Answering Paragraph 1, this paragraph does not contain any substantive allegations and  
6 requires no response.

7       2) These Answering Defendants admit the allegations contained in Paragraph 2.

8       3) These Answering Defendants admit the allegations contained in Paragraph 3.

9       4) These Answering Defendants admit the allegations contained in Paragraph 4.

10       5) These Answering Defendants admit the allegations contained in Paragraph 5.

11       6) These Answering Defendants are without sufficient knowledge as to the allegations set  
12 forth in Paragraph 6 of Plaintiffs' Amended Complaint on file herein, and therefore deny same.

13       7) These Answering Defendants are without sufficient knowledge as to the allegations set  
14 forth in Paragraph 7 of Plaintiffs' Amended Complaint on file herein, and therefore deny same.

15       8) These Answering Defendants are without sufficient knowledge as to the allegations set  
16 forth in Paragraph 8 of Plaintiffs' Amended Complaint on file herein, and therefore deny same.

17       9) This Answering Defendant admits that this Court has Jurisdiction over this proceeding.

18       10) This Answering Defendant admits that this Venue is proper in this Court.

19       11) Answering Paragraph 11, this paragraph does not contain any substantive allegations and  
20 requires no response.

21

22 **II. Nature of this Action**

23       12) These Answering Defendants are without sufficient knowledge as to the allegations set  
24 forth in Paragraph 12 of Plaintiffs' Amended Complaint on file herein, and therefore deny same.

13) These Answering Defendants are without sufficient knowledge as to the allegations set forth in Paragraph 13 of Plaintiffs' Amended Complaint on file herein, and therefore deny same.

14) These Answering Defendants are without sufficient knowledge as to the allegations set forth in Paragraph 14 of Plaintiffs' Amended Complaint on file herein, and therefore deny same.

15) These Answering Defendants are without sufficient knowledge as to the allegations set forth in Paragraph 15(a)-(f) of Plaintiffs' Amended Complaint on file herein, and therefore deny same.

16) These Answering Defendants are without sufficient knowledge as to the allegations set forth in Paragraph 16 of Plaintiffs' Amended Complaint on file herein, and therefore deny same.

17) These Answering Defendants are without sufficient knowledge as to the allegations set forth in Paragraph 17 of Plaintiffs' Amended Complaint on file herein, and therefore deny same.

18) These Answering Defendants are without sufficient knowledge as to the allegations set forth in Paragraph 18 of Plaintiffs' Amended Complaint on file herein, and therefore deny same.

### III. Parties

19) These Answering Defendants are without sufficient knowledge as to the allegations set forth in Paragraph 19 of Plaintiffs' Amended Complaint on file herein, and therefore deny same.

20) These Answering Defendants are without sufficient knowledge as to the allegations set forth in Paragraph 20 of Plaintiffs' Amended Complaint on file herein, and therefore deny same.

21) This Answering Defendant admits that Debtor EP is and was a California Corporation and is licensed to do business in both California and Nevada.

22) This Answering Defendant admits that Debtor TLC is and was a California Corporation and is licensed to do business in the States of California and Nevada.

23) These Answering Defendants are without sufficient knowledge as to the allegations set forth in Paragraph 23 of Plaintiffs' Amended Complaint on file herein, and therefore deny same.

1       24) These Answering Defendants are without sufficient knowledge as to the allegations set  
2 forth in Paragraph 24 of Plaintiffs' Amended Complaint on file herein, and therefore deny same.  
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4       25) These Answering Defendants are without sufficient knowledge as to the allegations set  
5 forth in Paragraph 25 of Plaintiffs' Amended Complaint on file herein, and therefore deny same.  
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7       26) These Answering Defendants are without sufficient knowledge as to the allegations set  
8 forth in Paragraph 26 of Plaintiffs' Amended Complaint on file herein, and therefore deny same.  
9

10      27) This Answering Defendant KWON admits he resides in San Bernardino and reside in the  
11 State of California but deny the remaining allegations in paragraph 27.  
12

13      28) This Answering Defendant PANCHAL admits that he resides in Los Angeles County in  
14 the State of California but deny the remaining allegations in paragraph 28.  
15

16      29) These Answering Defendants are without sufficient knowledge as to the allegations set  
17 forth in Paragraph 29 of Plaintiffs' Amended Complaint on file herein, and therefore deny same.  
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19      30) These Answering Defendants are without sufficient knowledge as to the allegations set  
20 forth in Paragraph 30 of Plaintiffs' Amended Complaint on file herein, and therefore deny same.  
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22      31) These Answering Defendants are without sufficient knowledge as to the allegations set  
23 forth in Paragraph 31 of Plaintiffs' Amended Complaint on file herein, and therefore deny same.  
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25      32) These Answering Defendants are without sufficient knowledge as to the allegations set  
26 forth in Paragraph 32 of Plaintiffs' Amended Complaint on file herein, and therefore deny same.  
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28      33) These Answering Defendants are without sufficient knowledge as to the allegations set  
29 forth in Paragraph 33 of Plaintiffs' Amended Complaint on file herein, and therefore deny same.  
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31      34) These Answering Defendants are without sufficient knowledge as to the allegations set  
32 forth in Paragraph 34 of Plaintiffs' Amended Complaint on file herein, and therefore deny same.  
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## **IV. General Allegations**

35) These Answering Defendants are without sufficient knowledge as to the allegations set forth in Paragraph 35 of Plaintiffs' Amended Complaint on file herein, and therefore deny same.

#### *A. Patent Litigation*

36) These Answering Defendants are without sufficient knowledge as to the allegations set forth in Paragraph 36 of Plaintiffs' Amended Complaint on file herein, and therefore deny same.

37) These Answering Defendants are without sufficient knowledge as to the allegations set forth in Paragraph 37 of Plaintiffs' Amended Complaint on file herein, and therefore deny same.

38) This Answering Defendant KWON admits that he testified that Debtor TLC was financially healthy in May 2019.

39) These Answering Defendants are without sufficient knowledge as to the allegations set forth in Paragraph 39 of Plaintiffs' Amended Complaint on file herein, and therefore deny same.

40) These Answering Defendants are without sufficient knowledge as to the allegations set forth in Paragraph 40 of Plaintiffs' Amended Complaint on file herein, and therefore deny same.

41) These Answering Defendants are without sufficient knowledge as to the allegations set forth in Paragraph 41 of Plaintiffs' Amended Complaint on file herein, and therefore deny same.

### *B. Fraudulent Transfer Scheme*

42) These Answering Defendants are without sufficient knowledge as to the allegations set forth in Paragraph 42 of Plaintiffs' Amended Complaint on file herein, and therefore deny same.

## 1. Transfer 1: Debtor TLC v. KIM and MISOOK

43) These Answering Defendants are without sufficient knowledge as to the allegations set forth in Paragraph 43 of Plaintiffs' Amended Complaint on file herein, and therefore deny same.

1       2. Transfer 2: Debtor TLC vs. Kim

2           44) These Answering Defendants are without sufficient knowledge as to the allegations set  
3 forth in Paragraph 44 of Plaintiffs' Amended Complaint on file herein, and therefore deny same.  
4

5       3. Transfer 3: Debtor TLC v. KIM

6           45) These Answering Defendants are without sufficient knowledge as to the allegations set  
7 forth in Paragraph 45 of Plaintiffs' Amended Complaint on file herein, and therefore deny same.  
8

9       4. Transfer 4: Debtor TLC v. KIM

10          46) These Answering Defendants are without sufficient knowledge as to the allegations set  
11 forth in Paragraph 46 of Plaintiffs' Amended Complaint on file herein, and therefore deny same.  
12

13       5. Transfer 5: Debtor TLC v. Chinese Entities

14          47) These Answering Defendants are without sufficient knowledge as to the allegations set  
15 forth in Paragraph 47 of Plaintiffs' Amended Complaint on file herein, and therefore deny same.  
16

17          48) These Answering Defendants are without sufficient knowledge as to the allegations set  
18 forth in Paragraph 48 of Plaintiffs' Amended Complaint on file herein, and therefore deny same.  
19

20          49) These Answering Defendants are without sufficient knowledge as to the allegations set  
21 forth in Paragraph 49 of Plaintiffs' Amended Complaint on file herein, and therefore deny same.  
22

23       6. Transfer 6: Debtor TLC v. KIMMY

24          50) These Answering Defendants are without sufficient knowledge as to the allegations set  
25 forth in Paragraph 50 of Plaintiffs' Amended Complaint on file herein, and therefore deny same.  
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27          51) These Answering Defendants are without sufficient knowledge as to the allegations set  
28 forth in Paragraph 51 of Plaintiffs' Amended Complaint on file herein, and therefore deny same.  
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30          52) These Answering Defendants are without sufficient knowledge as to the allegations set  
31 forth in Paragraph 52 of Plaintiffs' Amended Complaint on file herein, and therefore deny same.  
32

1       53) These Answering Defendants are without sufficient knowledge as to the allegations set  
2 forth in Paragraph 53 of Plaintiffs' Amended Complaint on file herein, and therefore deny same.  
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4       54) These Answering Defendants are without sufficient knowledge as to the allegations set  
5 forth in Paragraph 54 of Plaintiffs' Amended Complaint on file herein, and therefore deny same.  
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7       55) These Answering Defendants are without sufficient knowledge as to the allegations set  
8 forth in Paragraph 55 of Plaintiffs' Amended Complaint on file herein, and therefore deny same.  
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10      56) These Answering Defendants are without sufficient knowledge as to the allegations set  
11 forth in Paragraph 56 of Plaintiffs' Amended Complaint on file herein, and therefore deny same.  
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13      57) These Answering Defendants are without sufficient knowledge as to the allegations set  
14 forth in Paragraph 57 of Plaintiffs' Amended Complaint on file herein, and therefore deny same.  
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16      58) These Answering Defendants are without sufficient knowledge as to the allegations set  
17 forth in Paragraph 58 of Plaintiffs' Amended Complaint on file herein, and therefore deny same.  
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19      59) These Answering Defendants are without sufficient knowledge as to the allegations set  
20 forth in Paragraph 59 of Plaintiffs' Amended Complaint on file herein, and therefore deny same.  
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22      60) These Answering Defendants are without sufficient knowledge as to the allegations set  
23 forth in Paragraph 60 of Plaintiffs' Amended Complaint on file herein, and therefore deny same.  
24

25      61) These Answering Defendants are without sufficient knowledge as to the allegations set  
26 forth in Paragraph 61 of Plaintiffs' Amended Complaint on file herein, and therefore deny same.  
27

28      7. Transfer 7: Debtor EP v. KIMMY

29      62) These Answering Defendants are without sufficient knowledge as to the allegations set  
30 forth in Paragraph 62 of Plaintiffs' Amended Complaint on file herein, and therefore deny same.  
31

32      63) These Answering Defendants are without sufficient knowledge as to the allegations set  
33 forth in Paragraph 63 of Plaintiffs' Amended Complaint on file herein, and therefore deny same.  
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64) These Answering Defendants are without sufficient knowledge as to the allegations set forth in Paragraph 64 of Plaintiffs' Amended Complaint on file herein, and therefore deny same.

65) These Answering Defendants are without sufficient knowledge as to the allegations set forth in Paragraph 65 of Plaintiffs' Amended Complaint on file herein, and therefore deny same.

66) These Answering Defendants are without sufficient knowledge as to the allegations set forth in Paragraph 66 of Plaintiffs' Amended Complaint on file herein, and therefore deny same.

67) These Answering Defendants are without sufficient knowledge as to the allegations set forth in Paragraph 67 of Plaintiffs' Amended Complaint on file herein, and therefore deny same.

68) These Answering Defendants are without sufficient knowledge as to the allegations set forth in Paragraph 68 of Plaintiffs' Amended Complaint on file herein, and therefore deny same.

69) These Answering Defendants are without sufficient knowledge as to the allegations set forth in Paragraph 69 of Plaintiffs' Amended Complaint on file herein, and therefore deny same.

70) These Answering Defendants are without sufficient knowledge as to the allegations set forth in Paragraph 70 of Plaintiffs' Amended Complaint on file herein, and therefore deny same.

## **V. First Claim for Relief: Constructive Fraudulent Transfer**

## *Avoidance and Recovery of a Fraudulent Transfer (Insolvency)*

**11 U.S.C. Sec. 548(a)(1)(B)(ii)(I); 550**

### *Transfer 1: Debtor TLC v. KIM and MISOOK*

71) This Cause of Action does not contain allegations against Defendants PANCHAL and KWON. To the extent a response is required, Defendants deny the allegations contained in Paragraphs 71 to 80.

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1                   **VI. Second Claim for Relief: Constructive Fraudulent Transfer**

2                   **Avoidance and Recovery of a Fraudulent Transfer (Insolvency)**

3                   **11 U.S.C. Sec. 548(a)(1)(B)(ii)(I); 550**

4                   *Transfer 2: Debtor TLC v. KIM*

5                   72) This Cause of Action does not contain allegations against Defendants PANCHAL and  
6 KWON. To the extent a response is required, Defendants deny the allegations contained in Paragraphs  
7 81 to 90.

8                   **VII. Third Claim for Relief: Constructive Fraudulent Transfer**

9                   **Avoidance and Recovery of a Fraudulent Transfer (Insolvency)**

10                  **11 U.S.C. Sec. 548(a)(1)(B)(ii)(I); 550**

11                  *Transfer 3: Debtor TLC v. KIM*

12                  73) This Cause of Action does not contain allegations against Defendants PANCHAL and  
13 KWON. To the extent a response is required, Defendants deny the allegations contained in Paragraphs  
14 91 to 100.

15                  **VIII. Fourth Claim for Relief: Constructive Fraudulent Transfer**

16                  ***Avoidance and Recovery of a Fraudulent Transfer (Insolvency)***

17                  **11 U.S.C. §§ 548(a)(1)(B)(ii)(I); 550**

18                  *Transfer 4: Debtor TLC v. KIM*

19                  74) This Cause of Action does not contain allegations against Defendants PANCHAL and  
20 KWON. To the extent a response is required, Defendants deny the allegations contained in Paragraphs  
21 101 to 110.

22                  **IX. Fifth Claim for Relief: Constructive Fraudulent Transfer**

23                  ***Avoidance and Recovery of a Fraudulent Transfer (Insolvency)***

24                  **11 U.S.C. §§ 548(a)(1)(B)(ii)(I); 550**

25                  *Transfer 5: Debtor TLC v. Chinese Entities*

1       75) This Cause of Action does not contain allegations against Defendants PANCHAL and  
2 KWON. To the extent a response is required, Defendants deny the allegations contained in Paragraphs  
3 111 to 120.

4                   **X. Sixth Claim for Relief: Constructive Fraudulent Transfer**

5                   *Avoidance and Recovery of a Fraudulent Transfer (Insolvency)*

6                   **11 U.S.C. §§ 548(a)(1)(B)(ii)(I); 550**

7                   *Transfer 6: Debtor TLC v. Kimmy*

8       76) This Cause of Action does not contain allegations against Defendants PANCHAL and  
9 KWON. To the extent a response is required, Defendants deny the allegations contained in Paragraphs  
10 121 to 130.

11                   **XI. Seventh Claim for Relief: Constructive Fraudulent Transfer**

12                   *Avoidance and Recovery of a Fraudulent Transfer (Insolvency)*

13                   **11 U.S.C. §§ 548(a)(1)(B)(ii)(I); 550**

14                   *Transfer 7: Debtor EP v. Kimmy*

15       77) This Cause of Action does not contain allegations against Defendants PANCHAL and  
16 KWON. To the extent a response is required, Defendants deny the allegations contained in Paragraphs  
17 131 to 140.

18                   **XII. Eighth Claim for Relief: Constructive Fraudulent Transfer**

19                   *Avoidance and Recovery of a Fraudulent Transfer*

20                   **11 U.S.C. §§ 548(a)(1)(B)(ii)(II); 550**

21                   *Transfer 1: Debtor TLC v. KIM and MISOOK*

22       78) This Cause of Action does not contain allegations against Defendants PANCHAL and  
23 KWON. To the extent a response is required, Defendants deny the allegations contained in Paragraphs  
24 141 to 150.

1                   **XIII. Ninth Claim for Relief: Constructive Fraudulent Transfer**

2                   *Avoidance and Recovery of a Fraudulent Transfer (Insolvency)*

3                   **11 U.S.C. §§ 548(a)(1)(B)(ii)(II); 550**

4                   *Transfer 2: Debtor TLC v. KIM*

5                   79) This Cause of Action does not contain allegations against Defendants PANCHAL and  
6 KWON. To the extent a response is required, Defendants deny the allegations contained in Paragraphs  
7 151 to 160.

9                   **XIV. Tenth Claim for Relief: Constructive Fraudulent Transfer**

10                  *Avoidance and Recovery of a Fraudulent Transfer*

11                  **11 U.S.C. §§ 548(a)(1)(B)(ii)(II); 550**

12                  *Transfer 3: Debtor TLC v. KIM*

13                  80) This Cause of Action does not contain allegations against Defendants PANCHAL and  
14 KWON. To the extent a response is required, Defendants deny the allegations contained in Paragraphs  
15 141 to 150.

17                  **XV. Eleventh Claim for Relief: Constructive Fraudulent Transfer**

18                  *Avoidance and Recovery of a Fraudulent Transfer*

19                  **11 U.S.C. §§ 548(a)(1)(B)(ii)(II); 550**

20                  *Transfer 4: Debtor TLC v. KIM*

21                  81) This Cause of Action does not contain allegations against Defendants PANCHAL and  
22 KWON. To the extent a response is required, Defendants deny the allegations contained in Paragraphs  
23 171 to 180.

25                  **XVI Twelfth Claim for Relief: Constructive Fraudulent Transfer**

26                  *Avoidance and Recovery of a Fraudulent Transfer*

27                  **11 U.S.C. §§ 548(a)(1)(B)(ii)(II); 550**

#### *Transfer 4: Debtor TLC v. Chinese Entities (Roe Corporations)*

82) This Cause of Action does not contain allegations against Defendants PANCHAL and KWON. To the extent a response is required, Defendants deny the allegations contained in Paragraphs 181 to 190.

### **XVII. Thirteenth Claim for Relief: Constructive Fraudulent Transfer**

## *Avoidance and Recovery of a Fraudulent Transfer*

## **11 U.S.C. §§ 548(a)(1)(B)(ii)(II); 550**

### *Transfer 6: Debtor TLC v. KIMMMY*

83) This Cause of Action does not contain allegations against Defendants PANCHAL and KWON. To the extent a response is required, Defendants deny the allegations contained in Paragraphs 191 to 200.

## **XVIII Fourteenth Claim for Relief: Constructive Fraudulent Transfer**

## *Avoidance and Recovery of a Fraudulent Transfer*

**11 U.S.C. §§ 548(a)(1)(B)(ii)(II); 550**

### *Transfer 7: Debtor EP v. KIMMY*

84) This Cause of Action does not contain allegations against Defendants PANCHAL and KWON. To the extent a response is required, Defendants deny the allegations contained in Paragraphs 201 to 210.

## **XIX. Fifteenth Claim for Relief: Breach of Fiduciary Duty**

*Debtor TLC v. KIM, KWON, and PANCHAL*

85) Answering Defendants KWON and PANCHAL repeat and re-allege their responses to Paragraphs 1 to 201 and incorporates the same as if set forth fully herein.

86) These Answering Defendants KWON and PANCHAL are without sufficient knowledge as to the allegations set forth in Paragraph 212 of Plaintiffs' Amended Complaint on file herein, and therefore deny same.

1       87) Answering Paragraph 213 Plaintiffs' Amended Complaint, of Plaintiffs' Amended  
2 Complaint, Defendants KWON and PANCHAL believes this Paragraph contains purported legal  
3 conclusions and/or statements of law, rather than allegations, and as such, no response is necessary. To  
4 the extent that a response is necessary, Defendants deny generally and specifically deny each and every  
5 allegation contained therein.  
6

7       88) Answering Paragraph 214 of Plaintiffs' Amended Complaint, of Plaintiffs' Amended  
8 Complaint, Defendants KWON and PANCHAL believe this Paragraph contains purported legal  
9 conclusions and/or statements of law, rather than allegations, and as such, no response is necessary. To  
10 the extent that a response is necessary, Defendants deny generally and specifically deny each and every  
11 allegation contained therein.  
12

13       89) Answering Paragraph 215 of Plaintiffs' Amended Complaint, Defendants KWON and  
14 PANCHAL deny the allegations contained therein.  
15

16       90) Answering Paragraph 216 of Plaintiffs' Amended Complaint, Defendants KWON and  
17 PANCHAL deny the allegations contained therein.  
18

19       91) Answering Paragraph 217 of Plaintiffs' Amended Complaint, Defendants KWON and  
20 PANCHAL deny the allegations contained therein.  
21

22       92) Answering Paragraph 218 of Plaintiffs' Amended Complaint, Defendants KWON and  
23 PANCHAL deny the allegations contained therein.  
24

25       93) Answering Paragraph 219 of Plaintiffs' Amended Complaint, Defendants KWON and  
26 PANCHAL deny the allegations contained therein.  
27

28       94) Answering Paragraph 220 of Plaintiffs' Amended Complaint, Defendants KWON and  
PANCHAL deny the allegations contained therein.  
95) Answering Paragraph 221 of Plaintiffs' Amended Complaint, Defendants KWON and  
PANCHAL deny the allegations contained therein.  
96) Answering Paragraph 222 of Plaintiffs' Amended Complaint, Defendants KWON and  
PANCHAL deny the allegations contained therein.

97) Answering Paragraph 223 of Plaintiffs' Amended Complaint, Defendants KWON and PANCHAL deny the allegations contained therein.

98) Answering Paragraph 224 of Plaintiffs' Amended Complaint, Defendants KWON and PANCHAL deny the allegations contained therein.

99) Answering Paragraph 225 of Plaintiffs' Amended Complaint, Defendants KWON and PANCHAL deny the allegations contained therein.

100) Answering Paragraph 226 of Plaintiffs' Amended Complaint, Defendants KWON and PANCHAL deny the allegations contained therein.

101) Answering Paragraph 227 of Plaintiffs' Amended Complaint, Defendants KWON and PANCHAL deny the allegations contained therein.

102) Answering Paragraph 228 of Plaintiffs' Amended Complaint, Defendants KWON and PANCHAL deny the allegations contained therein.

103) Answering Paragraph 229 of Plaintiffs' Amended Complaint, of Plaintiffs' Amended  
Complaint, Defendants KWON and PANCHAL believe this Paragraph contains purported legal  
conclusions and/or statements of law, rather than allegations, and as such, no response is necessary. To  
the extent that a response is necessary, Defendants deny generally and specifically deny each and every  
allegation contained therein.

#### **XX. Sixteenth Claim for Relief: Breach of Fiduciary Duty**

*Debtor TLC v. KIM, MISOOK and CHRIS*

104) This Cause of Action does not contain allegations against Defendants PANCHAL and  
KWON. To the extent a response is required, Defendants deny the allegations contained in Paragraphs  
230 to 248.

#### **XXI. Seventeenth Claim for Relief: Conversion**

### *Transfer 1: Debtor TLC v. MISOOK and KIM*

105) This Cause of Action does not contain allegations against Defendants PANCHAL and  
KWON. To the extent a response is required, Defendants deny the allegations contained in Paragraphs  
249 to 254.

## **XXII. Eighteenth Claim for Relief: Conversion**

### *Transfer 2-5: Debtor TLC v. KIM*

106) This Cause of Action does not contain allegations against Defendants PANCHAL and  
KWON. To the extent a response is required, Defendants deny the allegations contained in Paragraphs  
255 to 260.

### **XXIII. Nineteenth Claim for Relief: Conversion**

*Transfer 6: Debtor TLC v. KIMMY*

107) This Cause of Action does not contain allegations against Defendants PANCHAL and  
KWON. To the extent a response is required, Defendants deny the allegations contained in Paragraphs  
261 to 266.

#### **XXIV. Twentieth Claim for Relief**

*Conspiracy to Commit Constructive Fraud Pursuant to 11 U.S.C. 548(a)(1)(B)(ii)(II)*

### *Transfer 1: Debtor TLC v. KIM and MISOOK*

108) This Cause of Action does not contain allegations against Defendants PANCHAL and  
KWON. To the extent a response is required, Defendants deny the allegations contained in Paragraphs  
267 to 270.

## **XXV. Twenty-First Claim for Relief**

*Conspiracy to Commit Constructive Fraud Pursuant to 11 U.S.C. 548(a)(1)(B)(ii)(II)*

### *Transfer 1: Debtor TLC v. KIM and MISOOK*

109) This Cause of Action does not contain allegations against Defendants PANCHAL and KWON. To the extent a response is required, Defendants deny the allegations contained in Paragraphs 271 to 274.

## **XXVI. Twenty-Second Claim for Relief**

## *Conspiracy of Conversion*

### *Transfer 1: Debtor TLC v. KIM and MISOOK*

110) This Cause of Action does not contain allegations against Defendants PANCHAL and KWON. To the extent a response is required, Defendants deny the allegations contained in Paragraphs 275 to 278.

## **XXVII. Twenty-Third Claim for Relief: Turnover of Property of the Estate**

### *Against All Defendants*

111) Answering Paragraph 279, these Answering Defendants KWON and PANCHAL repeat and re-allege their responses to Paragraphs 1 to 278 and incorporates the same as if set forth fully herein.

112) Answering Paragraph 280 of Plaintiffs' Amended Complaint, Defendants KWON and PANCHAL deny the allegations contained therein.

113) Answering Paragraph 281 of Plaintiffs' Amended Complaint, Defendants KWON and PANCHAL deny the allegations contained therein.

114) Answering Paragraph 282, of Plaintiffs' Amended Complaint, Defendants KWON and PANCHAL believe this Paragraph contains purported legal conclusions and/or statements of law, rather than allegations, and as such, no response is necessary. To the extent that a response is necessary, Defendants deny generally and specifically deny each and every allegation contained therein.

115) Answering Paragraph 283 of Plaintiffs' Amended Complaint, Defendants KWON and PANCHAL believe this Paragraph contains purported legal conclusions and/or statements of law, rather than allegations, and as such, no response is necessary. To the extent that a response is necessary, Defendants deny generally and specifically deny each and every allegation contained therein.

1                   **XXVI. Twenty-Fourth Claim for Relief: Substantive Consolidation**

2                   *Against KIM, MISOOK, KIMMY, BEAUTY, and SYNGURU*

3       116) This Cause of Action does not contain allegations against Defendants PANCHAL and  
4       KWON. To the extent a response is required, Defendants deny the allegations contained in Paragraphs  
5       284 to 288.

6                   **XXIX. Twenty-Fifth Claim for Relief: Injunctive Relief**

7                   *Against All Defendants*

8       117) Answering Paragraph 289, these Answering Defendants KWON and PANCHAL repeat  
9       and re-allege their responses to Paragraphs 1 to 288 and incorporates the same as if set forth fully herein.

10      118) Answering Paragraph 290, of Plaintiffs' Amended Complaint, Defendants KWON and  
11       PANCHAL believe this Paragraph contains purported legal conclusions and/or statements of law, rather  
12       than allegations, and as such, no response is necessary. To the extent that a response is necessary,  
13       Defendants deny generally and specifically deny each and every allegation contained therein.

14      119) Answering Paragraph 291 of Plaintiffs' Amended Complaint, Defendants KWON and  
15       PANCHAL believe this Paragraph contains purported legal conclusions and/or statements of law, rather  
16       than allegations, and as such, no response is necessary. To the extent that a response is necessary,  
17       Defendants generally and specifically deny each and every allegation contained therein.

18      120) Answering Paragraph 292 of Plaintiffs' Amended Complaint, Defendants KWON and  
19       PANCHAL believe this Paragraph contains purported legal conclusions and/or statements of law, rather  
20       than allegations, and as such, no response is necessary. To the extent that a response is necessary,  
21       Defendants generally and specifically deny each and every allegation contained therein.

22      121) Answering Paragraph 293 of Plaintiffs' Amended Complaint, Defendants KWON and  
23       PANCHAL believe this Paragraph contains purported legal conclusions and/or statements of law, rather  
24       than allegations, and as such, no response is necessary. To the extent that a response is necessary,  
25       Defendants generally and specifically deny each and every allegation contained therein.

122) Answering Paragraph 294 of Plaintiffs' Amended Complaint, Defendants KWON and PANCHAL believe this Paragraph contains purported legal conclusions and/or statements of law, rather than allegations, and as such, no response is necessary. To the extent that a response is necessary, Defendants generally and specifically deny each and every allegation contained therein.

123) Answering Paragraph 295 of Plaintiffs' Amended Complaint, of Plaintiffs' Amended  
Complaint, Defendants KWON and PANCHAL believe this Paragraph contains purported legal  
conclusions and/or statements of law, rather than allegations, and as such, no response is necessary. To  
the extent that a response is necessary, Defendants generally and specifically deny each and every  
allegation contained therein.

## AFFIRMATIVE DEFENSES

## FIRST AFFIRMATIVE DEFENSE

Plaintiff's Complaint fails to state facts sufficient to constitute a cause of action upon which relief may be granted against the Answering Defendant.

## **SECOND AFFIRMATIVE DEFENSE**

Plaintiff's claims are barred by the applicable statutes of limitations.

### THIRD AFFIRMATIVE DEFENSE

Plaintiff's claims are barred under the Doctrine of Laches.

#### FOURTH AFFIRMATIVE DEFENSE

Plaintiff's claims are barred under the Doctrine of Waiver.

## FIFTH AFFIRMATIVE DEFENSE

The Answering Defendant aver that Plaintiff's injuries and damages, if any, were contributed to and caused by Plaintiff's own acts and negligence, which negligence was greater than Defendant's negligence, if any.

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1                   **SIXTH AFFIRMATIVE DEFENSE**

2                   Plaintiff has failed to mitigate his damages and/or Defendant is entitled to a reduction in  
3                   damages under the doctrine of avoidable consequences.

4                   **SEVENTH AFFIRMATIVE DEFENSE**

5                   Plaintiff's claims are reduced, in whole or in part, by virtue of the actions of third persons over  
6                   whom the Answering Defendant exercised no control and whose actions were a proximate cause of  
7                   Plaintiff's alleged damages.

8                   **EIGHTH AFFIRMATIVE DEFENSE**

9                   Plaintiff is guilty of unclean hands.

10                  **NINTH AFFIRMATIVE DEFENSE**

11                  Plaintiff's claims for relief are barred by the Doctrines of Estoppel, Estoppel by Fraud, and/or  
12                  Equitable Estoppel.

13                  **TENTH AFFIRMATIVE DEFENSE**

14                  The conduct of the Answering Defendant alleged to be wrongful was induced by Plaintiff's  
15                  own conduct.

16                  **ELEVENTH AFFIRMATIVE DEFENSE**

17                  Plaintiff ratified, approved or acquiesced in the actions of Answering Defendant.

18                  **TWELVETH AFFIRMATIVE DEFENSE**

19                  The Answering Defendant, at all relevant times herein, acted in accordance with reasonable  
20                  standards, in good faith, with reasonable care and did not contribute to the alleged damages.

21                  **THIRTEENTH AFFIRMATIVE DEFENSE**

22                  Plaintiff's claims are barred under the Doctrine of Collateral Estoppel.

23                  ///

24                  ///

1                   **FOURTEENTH AFFIRMATIVE DEFENSE**

2                   The Answering Defendant denies each and every allegation of Plaintiff's Complaint not  
3 specifically pleaded to herein.

4                   **FIFTEENTH AFFIRMATIVE DEFENSE**

5                   It has been necessary to employ the services of an attorney to defend this action and a  
6 reasonable sum should be allowed Defendant as and for attorneys' fees, together with costs expended  
7 on this action.

8                   **SIXTEENTH AFFIRMATIVE DEFENSE**

9                   Plaintiff's claims are barred by the doctrines of mutual mistake, unilateral mistake,  
10 impossibility, or impracticability.

11                   **SEVENTH AFFIRMATIVE DEFENSE**

12                   That Plaintiff's claims are barred by the doctrine of equitable rescission.

13                   **EIGHTEENTH AFFIRMATIVE DEFENSE**

14                   Plaintiff's claims for relief are barred on the grounds that any assent to any alleged contract  
15 was obtained by Plaintiff's misrepresentations, concealment, circumvention, and unfair practices.

16                   **NINETEENTH AFFIRMATIVE DEFENSE**

17                   Defendant incorporates by reference those affirmative defenses enumerated in FRCP 8, as if  
18 fully set forth herein. If further investigation or discovery reveals the applicability of any such  
19 defenses, Defendant reserve the right to seek leave of Court to amend this answer to specifically assert  
20 any such defense. Such defenses are herein incorporated by reference for the specific purpose of not  
21 waiving any such defenses.

22                   WHEREFORE, Defendants, ANDREW KWON and BHASKER PANCHAL, pray as follows:

23                   1.         Find for Defendants and against the Plaintiff on all causes of action;

2. Award reasonable attorney's fees, costs of suit and pre-judgment interest in favor of Defendants and against the Plaintiff; and,

Award such other relief as this Court deems just and proper in this matter.

DATED this 8<sup>th</sup> day of June, 2021.

## LAW OFFICE OF JONATHON PATTERSON

/s/      *Jonathon R. Patterson*

## **JONATHON R. PATTERSON, ESQ.**

Nevada Bar No. 9644

Attorney for Defendants,

ANDREW KWON and BHASKER PANCHAL

## **CERTIFICATE OF SERVICE**

I, JONATHON R. PATTERSON declare:

I am a resident of and employed in Clark County, Nevada. I am over the age of eighteen years and not a party to the within action. My business address is 6767 W. Tropicana Avenue, Suite 200, Las Vegas, NV 89103.

On June 8, 2021 I served the document described as **ANSWER TO FIRST AMENDED**

**COMPLAINT** on the parties listed below:

|                                                                                                                |                                                                                                                    |
|----------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------|
| Ryan A. Andersen, Esq.<br>ANDERSEN LAW FIRM, LTD.<br>3199 E. Warm Springs Rd., Ste. 400<br>Las Vegas, NV 89120 | Robert C. Hsu, Esq.<br>LEXINT LAW GROUP, APLC<br>13300 Crossroads Parkway, Suite 100<br>City of Industry, CA 91746 |
| Ryan J. Works, Esq.<br>McDonald Carano Wilson LLP<br>2300 W. Sahara Ave., Suite 1200<br>Las Vegas, NV 89102    | Carrie E. Hurtik, Esq.<br>6767 W. Tropicana Avenue, Suite 200<br>Las Vegas, NV 89103                               |

**VIA U.S. MAIL:** by placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid, in the United States mail at Las Vegas, Nevada. I am "readily familiar" with the firm's practice of collection and processing correspondence by mailing. Under that practice, it would be deposited with the U.S. postal service on that same day with postage fully prepaid at Las Vegas, Nevada in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing an affidavit.

I declare under penalty of perjury that the foregoing is true and correct.  
Executed at Las Vegas, Nevada, on June 8, 2021.

/S/:Jonathon R. Patterson, Esq.  
JONATHON R. PATTERSON, an employee of  
Law office of Jonathon Patterson, Esq.